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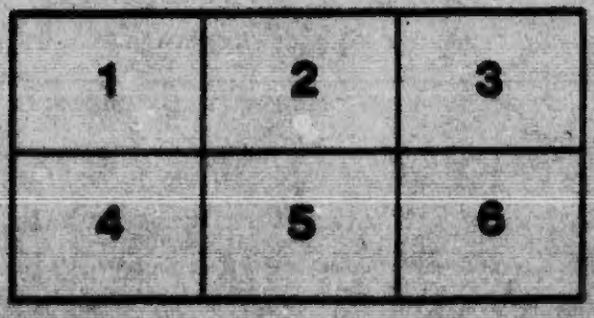

# Agreement

BETWEEN

***The British Columbia Electric Railway Company, Limited***

AND THE

***Amalgamated Association of Street and Electric Railway Employees of America***

**RELATING to WAGES and WORKING CONDITIONS**

AGREEMENT entered into (in duplicate) this Fifth day of November, One Thousand Nine Hundred and Nineteen.

BETWEEN

**The British Columbia Electric Railway Company, Limited**

hereinafter called "The Company,"

AND

**The Amalgamated Association of Street and Electric Railway Employees of America**

representing the Employees of said Company affected by the Agreement, hereinafter called "The Association."

WITNESSETH that the following Wage Schedule and Working Conditions shall take effect and be binding upon the parties hereto, and shall govern all employees of the Company referred to therein, except the Conductors, Motormen and Trainmen employed on Divisions 2 and 3 (Lulu Island Branch and Fraser Valley Line).

## PART I.—WAGE SCHEDULE

Section 1. This Wage Schedule and the working conditions contained herewith shall be binding on the Company and its Employees from the eighth day of September, 1919, until changed by the parties hereto.

Either of the parties desiring to change same or any of the Agreement or Wage Schedule shall notify the other party in writing of the desired changes at least thirty days before the expiry of the same.

Section 2. The following rates of wages shall be paid from and after September 8th, 1919, during the life of this Agreement:

(a) On City and Suburban lines, Motormen and Conductors shall receive:

| | |
|---|---|
| First six months | 48c per hour |
| Second six months | 50c " " |
| Third six months | 52c " " |
| Thereafter | 54c " " |

(b) Motormen and Conductors in work train service shall receive 2c per hour in addition to above rates.

(c) On Interurban Runs, being District 1, District 4, Saanich Line, 16th Street Yard and Carnall Street Yard:

Passenger Motormen and Conductors—

| | | |
|---|---|---|
| First six months | 45c | per hour |
| Second six months | 51c | " " |
| Third six months | 55c | " " |
| Thereafter | 58c | " " |

Freight Motormen and Conductors—

| | | |
|---|---|---|
| First six months | 47c | per hour |
| Second six months | 53c | " " |
| Third six months | 57c | " " |
| Thereafter | 60c | " " |

Passenger Repairmen—

| | | |
|---|---|---|
| First six months | 45c | per hour |
| Second six months | 49c | " " |
| Third six months | 53c | " " |
| Thereafter | 55c | " " |
| Freight Repairmen | 55c | " " |
| Trolleymen | 57½c | " " |

(d) All work done on Sundays and Holidays to be paid time and one-half.

(e) Extra men to be guaranteed six hours' work per day.

(f) SHOP AND BARN WAGES:

Motor Car Repairers, Armature Winders' Helpers, Electricians' Helpers, Carpenters' Helpers, Machinists' Helpers, Sawyers, Freight Car Repairers:

| | | |
|---|---|---|
| First six months | 47c | per hour |
| Second six months | 53c | " " |
| Third six months | 55c | " " |
| Thereafter | 58c | " " |

Barn Janitors and Car Cleaners:

| | | |
|---|---|---|
| First six months | 47c | per hour |
| Thereafter | 50c | " " |
| Freight Car Inspectors | 55c | " " |
| Freight Car Repairers' Helpers | 50c | " " |
| Painters | 55c | " " |
| Freight Car Painters | 50c | " " |

| | | |
|---|---|---|
| Brush Hands | 50c | per hour |
| Carpenters | 65c | " " |
| Freight Car Carpenters | 57½c | " " |
| Machinists | 57½c | " " |
| Babbitter | 57½c | " " |
| Trolley Retriever Repairer | 65c | " " |
| Blacksmiths | 57½c | " " |
| Car Wiremen | 57½c | " " |
| Air Brake Fitters | 57½c | " " |
| Armature Winders, first class | 57½c | " " |
| " " second class | 55c | " " |
| " " third class | 50c | " " |

Leading hands while so acting to receive 3c per hour extra.

(g) APPRENTICES:

| | | |
|---|---|---|
| First year | 32c | per hour |
| Second year | 38c | " " |
| Third year | 45c | " " |
| Fourth year | 60c | " " |

(h) FREIGHT SHED DEPARTMENT:

| | | |
|---|---|---|
| Checkers | 51c | per hour |
| Truckers | 50c | " " |
| Auto Drivers | $110.00 | per month |
| Rate and Chief Clerk | 125.00 | " " |
| Cashier | 120.00 | " " |
| Accountant | 125.00 | " " |
| Switching Clerk | 110.00 | " " |
| First Abstract Clerk | 110.00 | " " |
| Second Abstract Clerk | 105.00 | " " |
| Billing Clerk | 100.00 | " " |
| Demurrage Clerk | 100.00 | " " |
| Bleeman (Chilliwack) | 100.00 | " " |

(i) TRACK MAINTENANCE MEN:

Interurban—Includes all men employed on Interurban lines:

| | | |
|---|---|---|
| First three months | 45c | per hour |
| Thereafter | 50c | " " |

City—Includes all men employed on City and Suburban Lines:

| | | |
|---|---|---|
| First three months | 50c | per hour |
| Thereafter | 55c | " " |

Foremen:

| | |
|---|---|
| Regular Gang Foremen | $115.00 per month |
| Extra Gang Foremen | 125.00 " " |

Where section houses are not provided free by the Company, $5.00 per month extra will be paid in lieu of same.

| | |
|---|---|
| Track Welders | 55c per hour |
| Track Welders' Helpers | 55c " " |

(j) MONTHLY EMPLOYEES:

| | |
|---|---|
| Baggage-room Men (Vancouver) | $110.00 per month |
| Baggage-room Men (New Westminster) | 105.00 " " |
| Auto Drivers | 110.00 " " |
| Interlocking Tower Men | 100.00 " " |
| Storekeeper (Westminster here) | 95.00 " " |
| Depot Master, Carrall Street | 110.00 " " |
| Ticket Clerks, Terminal Office | 110.00 " " |
| Train Despatchers | 170.00 " " |

(k) BRIDGE AND BUILDING MASTER'S MAINTENANCE GANG:

| | |
|---|---|
| Carpenters, Painters and Pipe Fitters regularly employed | 65c per hour |

(l) STATION AGENTS:

| | |
|---|---|
| Cloverdale | $110.00 per month |
| Milner | 110.00 " " |
| Langley Prairie | 110.00 " " |
| Sardis | 115.00 " " |
| Clayburn | 115.00 " " |
| Abbotsford | 120.00 " " |
| Huntingdon | 115.00 " " |
| Chilliwack | 130.00 " " |
| Steveston | 115.00 " " |
| Marpole | 135.00 " " |
| Assistant Agents | 105.00 " " |
| Steveston Assistant Agent | 95.00 " " |

# WORKING CONDITIONS

## PART II.—GENERAL

### RECOGNITION OF ASSOCIATION

4. The Company recognizes the Employees' Union or Association and will not discriminate against any employee because of his connection with same. The Company agrees that all employees effected by this agreement shall, within one month after appearing on the payroll, become and shall remain members of the Association in order that all questions and grievances may be dealt with by one head. In case of suspension or expulsion of any of its members by the Association, the Company agrees to suspend or dismiss from its service such members, upon the satisfactory proof of such misconduct alleged for which suspension or expulsion is made.

### INTERFERENCE BY ASSOCIATION

5. The Association agrees that it will not in any way interfere with or limit the right of the Company to discharge or discipline its employees for sufficient cause except for membership of the Association.

### DISMISSAL FOR INEFFICIENCY

6. The Company shall have the absolute right to dismiss any employee for inefficiency provided an employee so dismissed shall have an appeal to the General Manager. In the event of the General Manager's decision not being satisfactory to the Association, the case shall be subject to arbitration under Subsection (c) of Section 7 of this Agreement.

### NAMES OF EMPLOYEES: ADVISING ASSOCIATION

6. The Company shall forward the names of all men entering its employ effected by this Agreement to the secretaries of the division within one week after the date of their first pay cheque.

### GRIEVANCES

7. (a) Properly qualified officers of the Association Division shall be recognized by the Company to discuss

ing any grievance of any employee. Grievances will first be presented to the Local Manager or Superintendent, and if a satisfactory adjustment cannot be obtained, an appeal will be made to the General Manager.

(b) Any employee suspended or dismissed for cause, and upon investigation not being proved guilty, shall be reinstated and paid for all time lost through such suspension or dismissal. Investigation of a charge in cases of suspension or dismissal shall be held within four days. The suspended or dismissed employee shall be notified at least 24 hours in advance when and where to attend, and also be notified of the nature of the charge laid against him. He shall have the right to produce witnesses and evidence thereat, and also the privilege of having officers of the Association present, if he so desires. Final decision in all cases of suspension or dismissal shall be given within 48 hours after the hearing of the charge is closed.

(c) In the event of a decision given by the Company under the foregoing subsection not being considered just and equitable by the Association, the Company agrees to refer same to a Board of Arbitration, which Board shall consist of one officer of the Company and one officer of the Association. These two shall meet within 48 hours and select a third arbitrator or umpire, and in the event of a disagreement and a selection not being made within five days, such umpire shall be appointed by a judge of the Supreme Court. The decision of the Board shall be final and binding on all parties. Each party shall bear the expenses of its own arbitrator, and the expenses of the umpire shall be borne equally by the parties hereto.

(d) If any employee has been suspended or dismissed for any violation of duty constituting, in the opinion of the Company, an indictable offence, then the Company shall immediately inform such an employee to that effect, designating such violation, without being required to furnish the evidence in support thereof. If the Association is not satisfied with such suspension or dismissal, it shall within seven (7) days notify the Company in writing to that effect, and if within seven (7) days after receiving such notice the Company does not criminally prosecute the employee for such alleged violation, then such suspension or dismissal shall be subject to arbitration and dealt with under the foregoing subsection.

It is understood that the provisions of this subsection are not in any way to impair, affect or delay criminal proceedings being taken at any time against any employee.

## LEAVE OF ABSENCE

8. (a) Should the business of the Division so increase that it becomes necessary to have a Business Agent, and an employee is appointed, then the Company shall recognize the employee so appointed as Business Agent, and he shall retain his seniority in the Company's service and have access to the Company's premises at all reasonable times.

(b) Officers of the Association shall be granted leave of absence on Association business in so far as the regular operation of the service will permit, and shall be given precedence over any other applications for leave on the same day.

(c) Any employee elected to office in the Association which requires his absence from the Company's employ shall retain his seniority rights, and shall upon his retirement from such office return to the Company's employ.

(d) Employees shall be granted leave of absence on application to their respective foremen or superintendents where such leave of absence does not exceed fourteen days, in so far as the proper operation of the service will permit. All applications for a longer period shall be made through the Business Agent or President of the Association, and taken up with the proper official of the Company and dealt with in accordance with the priority of the application. Three months' absence shall be granted, if desired, after one year's service, in so far as the proper operation of the service will permit. No leave of absence for more than fourteen days will be recognized unless jointly approved of by the Company and the Association. No leave shall be granted for the purpose of entering other occupations.

Leave granted for the business of the Association shall not be included in the foregoing.

## RULES AND REGULATIONS

9. All employees shall be governed by the rules and regulations established from time to time by the Company, and shall also strictly observe all special orders

solicited or verbally conveyed by the officers of the Company unless such orders are contrary to law or to the provisions of this Agreement.

## COMPLAINTS TO BE IN WRITING

10. All complaints to the Company brought against employees and resulting in suspension or dismissal (except as provided in Clause 7d) must be in writing, and the papers shall be open to the inspection of the officers of the Association.

## PROMOTION

11. In accordance with the past policy of the Company, promotion will, as far as possible, still having due regard to the needs of the service, be governed by seniority and proficiency; but in all matters of promotion and appointment the Company reserved the right of absolute freedom in selection. When vacancies occur, notice of same will be given on the bulletin boards so that employees may make application for position.

## HOLIDAYS

12. Monthly men shall be given two weeks' holiday each year after one year's service, and shall be paid for same. Public holidays not included in the two weeks.

## PAYMENT OF WAGES

13. Payment of wages shall be made semi-monthly on the 8th and 23rd of each month, or as near thereto as practicable, having regard to Sundays and holidays. Shortages and collections caused by the fault of the office staff shall be paid by special cheque if requested by the employee. A clerk shall be employed in the New Westminster office to deal with adjustments of wages of employees on Interurban lines, Westminster City lines and in Westminster car shops. Such to be available for paying cheques after banking hours.

## CONCESSIONS

14. (a) Any employee covered by this Agreement will be entitled, on becoming a consumer, to gas connections at lowest cost, and to purchase electric light from the Company for the use of himself and his family only at four cents per kilowatt hour as measured by meter, and subject to such regulations for the use of same as the

Company may have from time to time; the Company to install meters free and charge no rent for same.

(b) Free transportation shall be granted to all employees at all times over all lines within the city in which they are employed, or over the interurban district on which they are employed. Under special circumstances the Company may grant, upon request, a pass to an employee covering transportation between the nearest interurban station to his home, and the place where he is employed, should he be living in a district where city car accommodation will not adequately cover his needs. Track men on District 2 to have passes good on Vancouver or Westminster city lines as desired.

(c) Each employee shall be granted one round-trip pass per week for himself, wife and members of his family wholly dependent on him, over Districts 1, 2 and 4, good on any day of such week, and four round-trip passes per year over District 3 or Saanich Line, good on any day except Saturday, Sunday or public holiday, or day preceding a public holiday.

(d) Any employee residing on the interurban lines shall be entitled to purchase sessions' tickets, not exceeding thirty per month, at half rate for his wife and the members of his family wholly dependent on him, unless this provision is contrary to law, provided that the minimum rate for such tickets shall be six (6) cents.

(e) Motormen and Conductors' badges will cover transportation at all times over all lines.

(f) Any employee making wrongful use of any of the concessions granted by this clause or transferring them to persons not authorized to receive them, shall be dismissed from the service.

## ACCIDENT REPORTS

15. Fifteen minutes will be paid for making out accident reports; when Motorman and Conductor make out statement of accident they shall each receive fifteen minutes' pay.

## TIME FOR REPORTING

16. Employees laid off on Company's business by order of the Company's officials will be paid schedule rate

for time lost and will be reimbursed reasonable expenses when away from home. Like rates and expenses shall be paid to employees when compelled to attend inquests or court on subpoena requested or procured by the Company's officials, the Company to receive and retain any witness fees payable.

Any employee requested to attend at the Head Office in connection with claims or accidents not the fault of the employee shall be paid straight time for such attendance.

### PRESENT WORKING CONDITIONS

17. Any working condition at present in force which is not specifically mentioned in this Agreement and is not contrary to its intention shall continue in effect: provided that should any dispute arise as to the existence of any such working condition, then the General Manager shall decide the matter. If the decision is not satisfactory to the Association, then it shall have a right of appeal to a Board of Arbitration, to be constituted under and having all the powers outlined in Subsection (c) of Section 7 of this Agreement.

### HOLIDAYS

18. When the word "holidays" appears in this Agreement it shall be deemed to mean New Year's Day, Good Friday, Victoria Day, Dominion Day, Labor Day, Thanksgiving Day and Christmas.

### EXCEPTIONS

19. The Closed Shop and Seniority clauses of the Agreement shall not apply to Track Foremen, Freight Office Staff, Station Agents, Storekeepers, Westminster Barn, Depot Master Carrall Street, Ticket Clerks at Terminal Office and Train Despatchers.

## PART III.—CITY AND SUBURBAN LINES

### MOTORMEN AND CONDUCTORS—OVERTIME.

20. (a) When a man is compelled to work over schedule running time one and a half will be allowed up to 12 midnight, and double time after 12 midnight until he is

relieved from duty. (This to apply to runs working [illegible] runs.)

(b) Men working night runs, after finishing their run shall be allowed time and a half up to 2 a.m. and double time thereafter until relieved from duty.

(c) When an extra man is required to work over 9½ hours he shall receive time and a half up to 11 hours, and double time thereafter until relieved from duty.

(d) Men working owl runs shall be allowed time and a half after running time up to eleven (11) hours, and double time after eleven (11) hours until relieved from duty.

## EIGHT-HOUR DAY

21. (a) Eight hours to constitute a day's work and shall be observed in so far as operating conditions permit. When operating conditions necessitate a longer schedule than eight hours and twenty minutes on some runs, no overtime is to be allowed for such additional twenty minutes, but beyond eight hours and twenty minutes overtime shall be paid. Travelling time to be included in the eight hours and twenty minutes.

(b) Runs less than eight hours and not less than seven hours and fifty minutes shall be paid eight hours' time, the Company undertaking that the number of such runs shall not be more than three per cent. of the total number of regular runs.

## RUNNING SHEETS

22. (a) A new running sheet for city and suburban cars shall be posted every two months, and shall be signed up within five days of posting. Each new running sheet shall take effect on the first day of the month. Provided, however, the Company reserves the right to extend the time for bringing a new running schedule into effect if foggy weather or other exceptional conditions prevail.

(b) The Company is to have the right to change the running sheet during Exhibition week or on holidays, or in the event of an unforeseen occurrence happening which necessitates a change. If the change at any time exceeds one week, then the Company shall post a new running sheet [illegible]

(c) The Association shall have the right to appoint two representatives to co-operate with the Traffic Department in the construction of new running sheets, and the suggestions of the representatives will be adopted as far as possible. The completion of the sheet by the specified date shall not be retarded unduly, and in the event of the Traffic Department not considering the suggestions possible the representatives shall show on paper the possibility of carrying out the suggestions.

The sheet must be made up on the basis of the Company's running schedule.

## DAY OFF IN EIGHT

22. Motormen and Conductors on regular runs must be allowed every eighth day off except on holidays and Exhibition week, when all Motormen and Conductors will be available for service, provided that the Motormen and Conductors considered necessary by the Company for service on these occasions shall be given three days' notice.

## REPORTING TIME

24. (a) Motormen and conductors taking cars out of the barn before eight (8) o'clock in the morning on week-days and twelve (12) o'clock on Sundays shall be paid ten minutes in addition to schedule running time; after eight (8) o'clock on weekdays or twelve (12) o'clock on Sundays they shall be paid five minutes.

(b) Motormen and conductors on regular runs shall be paid five minutes in addition to schedule running time for returning cars into barn.

(c) Conductors making relief on the road shall be paid ten minutes for taking out fare box and supplies, and travelling time according to schedule running time from place where box is received to relief point and from relief point to place where box is delivered up.

(d) Motormen who have to take runs ten minutes or more from car barn shall be paid travelling time to and from point of relief.

(e) Motormen and conductors called for work on the early morning shortage list shall be paid from time they report until relieved, no report to be less than two hours.

(d) Conductors on Sixth and Twelfth Street lines in New Westminster, when required to make out coupon reports, shall be paid fifteen minutes for each report.

## BREAKING IN NEW MEN

**25.** The Company shall pay extra to conductors and motormen for breaking in new men at the rate of three cents per hour. Men breaking in new men shall have served at least one year in the service, and will be selected by the Company in accordance with their efficiency.

## DEFINITION OF RUNS

**26.** Day Run: Any run of eight hours or more finishing at or before 6.30 p.m.

Early Night Run: Any run of eight hours or more finishing before 8.30 p.m.

Night Run: Any run of eight hours or more finishing between 8.31 p.m. and 1 a.m.

Owl Run: Any run of eight hours or more finishing after 1 a.m.

Block Run: Block runs shall be classed as regular runs with the exception of those containing one owl run or more, which shall be classed as owl runs.

Special Runs: Any run of less than eight hours.

## UNIFORMS

**27.** Each regular conductor and motorman, if required by the Company, shall wear uniform and cap while on duty, and the Company shall provide each employee with one full uniform, including cap and one extra pair of pants, each year. The cost of said uniform and cap to be, in so far as contributions by the Company are concerned, based upon a fixed price that shall be agreed upon by the Company and the Association. The Company's contribution shall be one-half of said fixed price.

Union scale of wages for making the uniforms will prevail.

In the event of any employee damaging or destroying his uniform in the execution of his duty, the Company will make good the damage or supply him an extra uniform if the case warrants. Any employee who has been in the employ of the Company for six months and has had a uniform for three months shall, upon leaving the Company's service, not be required to pay more than one-half

the cost of such uniform. (This section shall also apply to interurban lines.)

## CHANGERS

30. Conductors' changers to be furnished by the Company and to remain the property of the Company.

## MINIMUM AGE

31. No new men shall be employed as conductors or motormen who are under the age of twenty-one years.

## EXTRA LIST

32. The Company shall endeavor to maintain at all times an adequate and proper extra list, up to twenty per cent. of the regular men, if the obtaining of them is practicable. No motorman or conductor after finishing a run shall be required to do extra work if there are any competent men available, and the Company will endeavor at all times to provide a sufficient number of extra men, so that any motorman or conductor will not be required to work over schedule running time.

## CHANGE MONEY

33. All conductors on passenger runs shall be supplied with up to $20.00 change money, according to the necessities of their run.

## WORK TRAINS AND LINE CARS

34. All regular work trains shall be operated by a fully qualified crew, and each line car shall be operated by a fully qualified motorman. Such crews shall sign on a special sheet for a period of six months, from July 1st to December 31st, and from January 1st to June 30th. Provided, however, the Company reserves the right to withdraw any car or cars referred to in this clause, whereupon the crews signed for any car so withdrawn shall be assigned to duty in their proper position in the passenger service, and a new running sheet posted if necessary. And further provided, that crews signed as above, if not required for work train or line car service on any day, may be assigned to duty in the passenger service by the superintendent for the day or days said work train or line car is temporarily out of service. The Company to put on a pilot when necessary on interurban lines; superintendent to decide, and to be guided in his decision by the necessity of one of the crew at least knowing the road.

## TEMPORARY CHANGE OF WORK

33. Men compulsorily taken from their runs and put into temporary positions shall be paid the same rate as they would be paid on their respective runs, and shall not have their wages reduced owing to shortage of hours.

## LEAVE OF ABSENCE

34. Men absent on account of sickness shall notify their superintendent when desirous of returning to duty, not later than 1 o'clock p.m. of the preceding s.d., and shall be restored to the former run held by them when taken ill, unless there has been a change in the run list. Men on leave of absence shall be booked for their run without this requirement at expiration of leave, if leave is not more than fourteen days.

## HEATING VESTIBULES

35. The system of heating front vestibules to be as at present unless the Company decides to improve thereon. Two heaters to be provided on double-end cars.

## HAND RAILS

36. Hand rails on P.A.Y.E. cars to be covered with suitable material.

## LAVATORIES

37. Lavatories shall be provided at the most suitable terminal of each line, as far as practicable. Such lavatories shall be kept in a sanitary condition and be equipped with a serviceable lock and key.

## LOCKERS

38. Lockers to be provided where this arrangement is not already in effect as far as practicable.

## SPREAD-OVER

39. In the event of a run not being completed within ten hours of the commencement of the first shift, all such overtime shall be paid for at the rate of 25 cents per hour in addition to work pay, the Company agreeing to complete runs within the following times:

| | |
|---|---|
| 20 per cent. within | 9 hours |
| 10 per cent. within | 9½ hours |
| 20 per cent. within | 10 hours |
| 30 per cent. within | 11 hours |
| 20 per cent. within | 12 hours |

# PART IV.—INTERURBAN LINES

## DISTRICT 1, DISTRICT 4, RAVINE LINE, 76th STREET AND CARROLL STREET YARDS

### RUNS

40. A new running sheet on passenger service, to go into effect on the first day of each month, shall be posted not later than the twenty-fifth of preceding month for signing. A new running sheet for freight service, to be signed up every three months, shall be posted not later than the twenty-fifth of month preceding commencement of the three-monthly period for signing.

(a) Men will sign in order of seniority for the run they desire to work for the sign-up.

(b) Any man who does not wish to sign for a regular run may sign the spare sheet instead, and will be a spare man for the life of that sign-up.

(c) When it is known that a man will be absent for fifteen days or longer in the following month, he will be required to sign the spare sheet instead of a regular run.

(d) Every passenger run will be worked by the man signed up for it when in passenger service, and when he is absent from his run it will be worked by the senior competent man on the spare list.

(e) When a vacancy occurs in freight service through a regular man being absent, or extra trains or runs being put into service, such vacancy shall be filled by the senior competent man in any service who desires the run.

(f) In the event of new trains or runs being put into service for a period of six days or longer during the life of a sign-up, the senior competent man applying for the run shall take it, and his run shall be worked by the senior competent man on the spare list.

### WORK TRAIN CREW

41. Work train crews to consist of conductor, motorman, and at least one brakeman and trainman.

## LINE CAR CREW

45. Line car will be classed under work train basis. Line car crew consists of conductor and motorman.

## ROAD CREW, FREIGHT SERVICE

46. Road crews in freight service, when handling from one to five cars in addition to the locomotive, will consist of conductor, motorman, one brakeman and trolleyman.

When handling more than five cars in addition to the locomotive, the road crew will consist of conductor, motorman, two brakemen and trolleyman.

## FREIGHT AND WORK TRAINS, MINIMUM PAY

44. Freight and work trains regularly set up, not less than twenty-six calendar working days to constitute a month at any service, and must be paid a proportionate rate for number of days held in service. This clause not to apply to the month of February.

## WAY FREIGHT, ETC., CREWS

45. A way freight, express or baggage motor crew to consist of at least one motorman, one conductor and one brakeman, except where business is light, when crew may, if consistent with safety, be composed of a conductor and a motorman; superintendent to decide.

## WAY FREIGHT OR MILK, UNDULY HEAVY

46. If the work on any way freight or milk train is unduly heavy, it will be lightened by employing additional men. Superintendent to decide.

# PASSENGER SERVICE

## PASSENGER CREWS, ONE CAR

47. A passenger crew for one car consists of at least one motorman and one conductor.

## PASSENGER CREWS, TWO CARS OR MORE

48. Passenger trains of two cars, one brakeman in addition to conductor and motorman. All other passenger trains to be manned as safety and traffic demand. Superintendent to decide.

## TRAINMAN, DEFINITION OF

50. The term "trainman" means a man employed by the Company exclusively for service on a conductor, motorman, brakeman or trolleyman, and shown on its lists and records as having been assigned to the train service.

## HOME TERMINALS

51. (a) The home terminal of all trains shall be designated when runs are advertised for signing.

(b) New Westminster depot shall be the home terminal for all spare men.

(c) Mail working runs whose terminal is other than New Westminster depot shall be entitled to relief for one full day each week in addition to any relief rendered necessary by illness.

(d) Any man required to work a run which ties up away from his home terminal shall be provided with suitable lodgings at allowed cost of same.

## OVERTIME

52. (a) When a man holding a regular passenger run is compelled to work over eight (8) hours, he will receive time and one-half up to sixteen (16) hours, and double time after sixteen (16) hours until relieved from duty.

(b) Men holding freight, work trains or extra runs, if compelled to work over eight (8) hours shall receive time and one-half up to sixteen (16) hours, and double time after sixteen (16) hours until relieved from duty.

## NIGHT MEN, EXTRA ALLOWANCE

53. All night men engaged in freight service on District 1 or 16th Street Yard shall be allowed 2 cents per hour extra over and above wages paid to day men. Night is defined to be from 6 p.m. to 6 a.m.

## EIGHT-HOUR DAY

54. The rate of wages shall be based on a day's work of eight (8) hours.

## REPORTING TIME

55. Fifteen minutes shall be allowed for reporting time for all service on Districts 1 and 4, and Seaside Line.

## RUNS LESS THAN EIGHT HOURS

35. When schedule runs do not consume eight (8) working hours, the Company reserves the right to assign crews holding such runs further duties as required to complete full day's work, it being provided, however, that such further duties shall be specified when runs are advertised. No freight work to be included in passenger runs.

## RELIEF FOR TRAINMEN

36. In the event of a trainman requiring relief the Company will furnish such relief so long as there are extra competent trainmen not working, and the Company will be advised at 4 p.m. of the day previous that such relief is required, in order to arrange such reliefs, except in cases of emergency.

Reliefs will be granted in the order in which applications are received; all things being equal, regular men will have preference.

## REST FOR TRAINMEN

37. After sixteen (16) hours' duty a trainman may claim eight (8) hours' rest.

## REGULAR RUNS, PERIOD OF

38. In so far as service demands and working conditions will permit, all regular runs shall be completed within eleven (11) hours of commencement of first shift.

In the event of a run not being completed within eleven (11) hours, all such time over eleven (11) hours shall be computed as allowance time and shall be paid in addition to the working pay.

## EXTRA MEN, MINIMUM PAY

39. (a) Extra trainmen called for duty which entails switching movements in and about any terminal yard, shop, station or other point on the system shall receive pay for actual time on duty, provided they shall be allowed for any such duty not less than two (2) such full hours.

(b) Extra trainmen called for duty involving road movements shall receive pay for actual time on duty, provided that allowance for such extra duty shall not be paid less than two (2) hours.

(c) When an extra man is called for duty and works more than four (4) hours and less than eight (8) hours, he shall receive eight (8) hours' pay.

60. Any time worked for duty after 7 o'clock p.m. and not called before 5 o'clock p.m. shall be paid not less than four hours for such duty.

61. Trainmen's time shall be computed from the time men are required to report for their run and shall finish at the time they arrive at their home terminals after they have finished their run and been relieved of charge of their train.

62. A running sheet assigning men to vacant runs shall be posted not later than 5 o'clock p.m. of the preceding day, and if no extra man is not marked up correctly according to seniority he shall receive pay equal to the run which the mistake deprived him of, unless other work is provided for him within the same hour: so far as practicable, and paying the same amount of time.

## CALLING EXTRA MEN

63. Extra men to be called at place of residence for duty if place of residence is within one mile of terminal. Extra board to be placed in men's waiting-room.

## STUDENTS' PAY

64. Students whilst breaking in as trainmen shall be paid at least one dollar per day during probation, provided that they qualify within fourteen days.

## FREIGHT CREWS, SIGN-UP

65. All road crews in freight service shall sign up for runs as follows:

A conductor in charge of train.
A motorman in charge of motor.
A rear brakeman to be a conductor.
A trolleyman.
A head brakeman to be motorman or conductor, according to seniority.

## MEALS, ALLOWANCE TIME

66. Trainmen on duty shall be allowed time, not to exceed thirty (30) minutes, for meals, when detained from home terminal in any capacity, and shall be paid for time so consumed. Dispatcher's permission must be obtained.

## PILOTS

67. When a train is being operated over any district other than that over which the crew operating the train

is acquainted with the physical characteristics or running rules of such district, qualified trainman will be supplied as pilot. Pilots will be paid same rate as their seniority entitles them to as conductor.

## TRAINS RUNNING OVER TWO DISTRICTS

68. Where trains are operated over two or more districts or lines, such runs shall be pro-rated among such districts on a mileage basis as deemed fair by the superintendent, who will hear claims of such districts in connection with such distribution. Trainmen of each district will be tendered the through runs assigned to such districts in accordance with seniority, and the judgment of said superintendent as to competence, as above set forth.

A joint meeting to be arranged between the committees of the districts affected to decide the basis on which these runs shall be pro-rated.

## QUALIFIED TRAINMEN TO OPERATE TRAINS

69. No employee not a qualified trainman shall be allowed to operate a train on any district unless absolutely necessary.

## CHANGE MONEY

70. Conductors shall be provided with fifteen dollars ($15.00) change money for passenger work.

## TRIP REPORTS

71. Where trip reports detain conductors after day's work they will be paid reasonable time for same.

## DEAD-HEADING

72. Trainmen dead-heading will be paid actual time to and from home terminal.

## MEN TAKEN OFF REGULAR RUN

73. A trainman taken from his regular run to other duty shall receive not less than the same compensation as on his regular run, and if held for service in addition to their regular run, they will be paid at overtime rates until relieved, if called for duty within three hours after tie-up; the interval not to be paid for.

## SENIORITY

74. Runs shall be awarded to qualified trainmen in accordance with their seniority on the district on which they are employed.

## SHORTAGES IN PAY

75. Trainmen will be notified when time is not allowed as per time slips, with reasons therefor, and shortages and omissions in pay will be paid by time card if requested by trainmen, with no limit, delay as possible.

## SENIORITY

76. Trainmen's seniority shall commence from time application is accepted, and same shall be furnished to Association if desired.

## REPORTING AFTER LAY-OFF

77. Trainmen after laying off shall report for duty at 2 p.m. the day before they desire to resume duty; otherwise shall not be entered on the board for their regular run.

## SICKNESS, ETC.

78. Trainmen sick or unfit for duty will register in proper book, and when they O.K. for duty again they will take their regular run.

## COMPETENT BRAKEMEN

79. One brakeman on each train or car must be competent and have at least four (4) months' experience as such, and the name of other brakeman must be acquainted with the road. A conductor will not be required to take out a brakeman who is found to be incompetent more than one round trip, unless his alleged incompetency on investigation is disproved.

## BAD ORDER CARS

80. Trainmen will not be compelled to handle "bad order" cars on train, draft gear of which is defective and requires to be changed, further than to take care of perishable freight or live stock that may become disabled en route to the first terminal. Under no circumstances will trainmen be compelled to handle cars behind van, other than official cars.

## DISCHARGE OR RESIGNATION

81. When a trainman is discharged or resigns he will as soon as practicable be paid and given a certificate stating the term of service and in what capacity he was employed, three days to be considered sufficient; if held longer, he will be paid eight (8) hours per day at the rate he was receiving.

### EXTRA WORK AND EXTRA MEN

82. Regular crews after finishing their run will be required to do extra work if there are extra men available. The Company will endeavor at all times to provide sufficient number of extra men so that regular men will not be required to do such extra work.

### SENIORITY LIST

83. Seniority list of trainmen will be posted up every six months.

### BRAKEMEN, EXAMINATIONS

84. Senior brakemen will be required to pass their examination for conductor in turn. Brakemen refusing their promotion to conductor or failing to qualify for same will in falling rate junior to the man who has qualified ahead of them. This clause will apply to trolleymen also.

### EIGHT HOURS' REST

85. Where other men are available, men working night runs will not be required to report for duty or to work runs until they have had eight (8) hours' rest after the completion of their night's work.

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## PART V.—SHOP AND BARN DEPARTMENTS

### NIGHT MEN

86. (a) All mechanics and mechanics' helpers in Mechanical Department on night work to receive 5 cents per hour additional to regular rate received by them on regular day work.

(b) All vacancies for day work to be recruited from night men, seniority and proficiency to govern.

### HOURS OF WORK

87. For all Shop and Barn employees and Freight Car Repair Department—

(a) Eight hours shall constitute a day's work.

(b) The working hours of day men will be from 8 a.m. to 5 p.m., with one hour off for lunch between 12 noon

and 1 p.m. for first five days in the week, and from 8 a.m. to 12 noon on Saturdays.

(c) The working hours of night men shall be any eight consecutive hours between 10 p.m. and 6 a.m., with a half-hour off for lunch, for six nights per week.

(d) Men required to work shifts other than those specified shall be classed as night men and shall work eight consecutive hours for six days per week and shall receive 5 cents per hour extra for all time worked.

(e) All overtime to be paid at double-time rates. Day work to be paid overtime after 5 p.m. the first five days of the week, and after 12 noon on Saturday. All time worked by day men on Sundays and holidays to be overtime rates.

(f) Night men required to work over eight hours to be paid overtime rates, also for the seventh night when required to work, and overtime rates for all work done on holidays.

(g) As large a proportion as possible of the employees shall have their night off at week-ends, and provision will be made that employees shall have their leave at week-ends in turn.

(h) Extra duty involving overtime to be taken by employees in rotation as far as it may be convenient.

(i) Emergency calls shall be paid not less than four hours' time.

Notice of emergency calls will be given as early as possible.

**TRAVELLING TIME.**

**35.** (a) Any man called to work in outside places from his own shop shall receive time for going to and coming from such places, also free transportation, except in the case of a man being transferred from one shop or berth to another for a period exceeding twenty days.

(b) Any man sent to Chilliwack to relieve harvmen there, or to Jordan River, shall have all expenses paid.

(c) When men are called to places where food is not readily obtainable they shall not be required to work more than six hours without meals being supplied by the Company.

## MOVING CARS

88. When men employed in car barns are required to move cars in making changes outside of barns, there shall be not less than two men in service on a car or cars.

## REDUCTION OF STAFF

89. On reduction of staff through slackness of work, last on, first off; last off, first on; and a man shall not be considered a new man in restarting. Men on being laid off under this clause shall leave an address with the Company. Not less than forty-eight (48) hours' notice of resumption of work shall be given by the Company to the men by mailing advice to such addresses. If men do not appear to resume their positions, same shall be deemed to be vacated.

## BLACKSMITHS' HELPERS

91. Blacksmiths to have own regular helpers as far as circumstances will allow.

## TOOLS

92. Car repairers to be supplied with all tools. Carpenters to be supplied with machinist's hammer and monkey wrench and bits for repair work when required.

## LATENESS IN REPORTING

93. All employees in mechanical staff who are unable to report for work at specified time for good and valid reasons shall be allowed to start half an hour or one hour later, Superintendent to decide.

## LAVATORY ACCOMMODATION, ETC.

94. Suitable toilet and lavatory accommodation to be provided. Mess-room accommodation, as far as practicable.

## FIRST-AID MEN

95. The Company shall name and appoint competent first-aid men to take charge of first-aid work and boxes at each barn and department.

## HEATERS

96. Heaters shall be installed inside each barn, suitable for drying wet clothes. Each barn shall be heated between November 1st and April 30th.

## EMPLOYMENT APPLICATION FORM

97. All candidates making application shall only be required to state their last three employers on employment application form.

## CAR CLEANERS, TRANSFER OF

98. Service as car cleaners to count on wage scale when cleaners are transferred to car repairing.

## APPRENTICES, TRANSFERENCE OR DISMISSAL

99. Any apprentice who, having served one year, in the opinion of the shop foreman shows no aptitude for acquiring the trade, will be transferred or dismissed, and all obligations accepted by the Company will of necessity be forfeited.

## DEFINITION OF TRADES MECHANICS

100. Men who have served an apprenticeship or had four years' or over varied experience in the separate trades or callings as described in the next succeeding paragraphs shall be termed mechanics, and any man doing work which generally is accepted in Vancouver, New Westminster and Victoria as mechanics' work shall be paid at the minimum rate of [illegible], and the Company will not employ semi-skilled men for mechanics' work, or have helpers do mechanics' work or any part thereof.

## MACHINISTS

101. Men who have served an apprenticeship or had four years' or over varied experience in the operating of lathes, planing, slotting, milling, shaping and tire-boring machines or other machine tools, and fitters who are capable of fitting up, assembling and repairing the various parts or details of engines or locomotives, stationary, marine, or any kind of machine or machine tools, and vise work generally, shall be designated as machinists.

## BLACKSMITHS

102. Any man who has served an apprenticeship of four years or who has had four years' varied experience at the blacksmith trade, and who, by his skill and experience, is qualified and capable of taking a piece of work, and with the use of drawings and blue-prints or from instructions can transmit work to successful completion within a reasonable length of time, shall be considered a blacksmith.

## APPRENTICES

103. Boys serving an apprenticeship to learn the trade shall be designated apprentices. Any boy hereafter engaging himself to learn any mechanical trade shall be over sixteen and under twenty-one years of age, must serve not less than four years, must be able to read and write English and know the first four rules of arithmetic.

## MACHINISTS' HELPERS

104. The number of apprentices in the case of machinists shall be one for the shop and one for every four machinists employed. Helpers will not be advanced to the work of machinists, and when used in connection with machinists' work will work under the direction of a machinist.

## CARPENTERS

105. Any man who has served an apprenticeship of four years or who has had four years' varied experience at the carpenter trade, and who by his skill and experience is qualified and capable of taking a piece of work, and with the use of drawings and blue-prints or from instructions can transmit such work to successful completion within a reasonable time, shall be considered a carpenter.

## FREIGHT CARPENTERS

106. Any man who shall prove qualified to make satisfactory carpenter repairs to freight car bodies of any class, steel frame work excepted, wherein skill required for joiner or cabinet work is not necessary, and who can perform same within reasonable time, shall be considered a freight carpenter.

## PAINTERS

107. Any man who has served an apprenticeship of four years, or who has had four years' varied experience at the painter's trade, and who by his skill and experience is qualified to mix and blend paints to the colors required by specifications or otherwise, and who can perform successfully within a reasonable time the work usually performed by a skilled painter, shall be considered a painter.

## FREIGHT CAR AND ROUGH PAINTERS

108. Any man who can prove his qualifications to satisfactorily apply paint to freight car bodies and work

of this class, and who can perform same within reasonable time, shall be considered a freight car or rough painter.

### BRUSH HANDS

109. Any man who by his qualifications can satisfactorily clean work preparatory to being painted, and also apply paint in a satisfactory manner to parts of car not requiring high-grade or varnish finish, such as floors, outside roof, bottom of car, window guards, fenders and piping, shall be considered a brush hand.

### AIR-BRAKE FITTERS

110. Any man who has full knowledge of all pertaining to the mechanical side of air-brake equipment and is capable of repairing any part of same shall be considered an air-brake fitter.

### CAR WIREMEN

111. Any man who has full knowledge of all pertaining to the wiring of electric cars, and is able to locate and repair all electrical trouble on electric cars and motors, shall be considered a car wireman.

### ARMATURE WINDERS

112. Any man who is qualified by his skill and experience to satisfactorily repair motor armatures and re-wind same shall be considered an armature winder of one of the classes mentioned below, depending upon the number of years' service he may have given in any armature room of recognized standing:

First Class—One who has served four years or more in an armature room.

Second Class—One who has served three years or more in an armature room.

Third Class—One who has served less than three years in an armature room.

### BLACKSMITHS' HELPERS

113. A blacksmith's helper shall be permitted to have a fire after he has worked two years continuously in the shop where he is employed, provided there is a vacancy; seniority and competency to govern such advancement. An advanced helper shall agree to work for a term of three years, and such year shall receive an advance of 2 cents per hour, but not to exceed the minimum rate paid

to blacksmiths. After three months' trial, should he prove incompetent, he may be reduced to helper. It will be the duty of the foremen to advance apprentices and advance helpers in all branches of their respective trades. The number of advanced blacksmiths' helpers or blacksmiths' apprentices shall not exceed the ratio of one to five blacksmiths.

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# PART VI.—TRACK MAINTENANCE MEN

## DEFINITION

114. The term "track maintenance men" means employees who take their orders from the roadmaster or track foremen, and whose duties are to maintain the track in safe condition for operation. This definition to include extra gangmen who have been in the Company's service continuously for three months or more.

## NUMBER OF WORKING HOURS

115. Eight hours shall constitute a day's work, the hours to be from 8 a.m. to 5 p.m., or other hours mutually arranged, with one hour off for lunch, the first five days of the week, and from 8 a.m. to 12 noon for Saturdays, or as mutually arranged.

## NIGHT WORK

116. (a) In the event of day gangs being required to do night work for a period of two nights or less, they shall not on that account be compelled to lose a day prior to the commencement of that night work, and they shall be paid overtime rates for the two nights.

(b) When a day gang is required to work eight hours per night for three nights or more in succession, it shall be considered to have been transferred to night work for the time being, but shall be paid at overtime rates for the first night's work.

(c) Gangs on steady night work to receive 5 cents per hour extra.

(d) Provided that the foregoing shall not apply to extra men taken on for emergency work in connection with snow trouble.

## OVERTIME

117. Men required to work after regular working hours to get time and one-half for the first five hours and double time thereafter until relieved.

If called out before regular time of starting in the morning, to receive double time until such regular hour of starting.

Double time will be paid for all work done on Sundays, holidays and Saturday afternoons.

## EMERGENCY WORK—MINIMUM PAY

118. If called out on emergency work, men shall be paid not less than four hours' straight time; no men to be required to work for longer period than six hours without meals being provided by the Company.

## PAYMENT FROM ASSEMBLING POINTS

119. Men to be paid time from assembling points to and from work.

## SECTION TOOL-HOUSES

120. Section tool-houses to be provided on each section when circumstances warrant.

## REDUCTION OF STAFF

121. Seniority list of maintenance-of-way men to be kept by the Company. If through slackness of work a lay-off becomes necessary, men shall be laid off in the following manner: Last on, first off; last off, first on. When men are needed, Section 90 to apply in so far as it relates to notices being sent for resumption of work. Provided that in moving men from one gang to another gang preference shall be given to married men, so that they shall not be moved further from their homes. A separate seniority list shall be maintained for District 2 men.

## BULLETINING VACANCIES

122. All vacancies for promotion amongst track maintenance men to be bulletined.

## NIGHT WATCHMEN

123. Night watchmen to be appointed from maintenance-of-way men on maintenance-of-way work, seniority to govern, provided that such appointment does not involve overtime.

### BLACKSMITHS' WORK

124. If men are taken from shops to do blacksmiths' work or blacksmiths' helps' work on maintenance-of-way, they shall receive regular shop schedule wages.

## PART VII.—FREIGHT SHED AND BAGGAGE ROOM

### HOURS OF WORK

125. Freight shed and baggage room: Eight hours to constitute a day's work; hours to be from 7 a.m. to 4 p.m. or 8 a.m. to 5 p.m., according to the requirements of the service, with one hour off for lunch.

### LAY-OFFS

126. Lay-offs to be governed by Section 90.

### OVERTIME

127. All overtime to be paid at the rate of time and one-half until 10 p.m., and double time thereafter until relieved from duty.

All time worked on Sundays or holidays to be paid double time, each man to work in turn.

### SUNDAYS OFF

128. Baggage room men shall have every second Sunday off.

## PART VIII.—STATION AGENTS

129. (a) Regular working hours per day shall be designated for each agent, it being understood that the hours so designated shall enable the agent to attend to the regular scheduled trains.

(b) Ten hours shall constitute a day's work for all agents, for six days per week, and Sunday hours shall not exceed one-half hour for attendance on each regular passenger or express train.

(c) Agents required to work outside of regular assigned hours shall be paid overtime for such work at the rate of time and one-half, based on schedule rates for

a 26-day month; any portion of an hour less than 30 minutes not to count, any portion of an hour 30 minutes or over to count as one hour.

(d) Agents required to work over ten hours per day will be paid overtime at the rate of time and one-half for all time worked in excess of ten hours.

(e) All agents will be allowed sixty consecutive minutes for a meal.

(f) Overtime tickets will be sent in by agents to the proper official, and if overtime is not allowed agent will be notified in writing within ten days, setting forth the reasons for time not being allowed.

(g) All agents will be relieved for two whole days per month, without loss of pay. Section 12 of the general agreement to apply to agents for annual holidays.

(h) All agents will be furnished with dwelling-house, fuel and light free.

(i) Where agents are required to attend switch lamps, they will be paid $4.00 per month extra for six or less lamps, and 50 cents additional for each lamp in excess of six.

### BRIDGE AND BUILDING GANG

130. Bridge and building master's renewals and maintenance gang to be included for hours of work and overtime rates same as mechanical department, for those carpenters, painters, pipefitters and all helpers employed on renewals, alterations and maintenance.

Section 90 to apply to this department to govern lay-offs.

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## SAANICH DIVISION

131. The question as to the position of the men of the Saanich Division and those of the 16th Street Yards in relation to this award is considered by the Board to be outside its jurisdiction and the Board recommends that it be a matter of separate arbitration between the Association and the men involved.

**AS WITNESS the hands of the parties hereto:**

**BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, LIMITED**

**(Signed) GEORGE KIDD,**
**General Manager.**

**(Signed) W. G. MURRIN,**
**Assistant General Manager.**

**AMALGAMATED ASSOCIATION OF STREET AND ELECTRIC RAILWAY EMPLOYEES OF AMERICA**

**(Signed) W. H. COTTRELL,**
**President Division 101, Vancouver.**

**(Signed) R. P. JAMESON,**
**President Division 134, New Westminster.**

**(Signed) R. W. NUNN,**
**President Division '98, Victoria.**

**(Signed) F. A. HOOVER,**
**Sixth Vice-President,**
**A. A. of S. & E. R. E. of A.**